



Spanish English Exchange Brighton

TERMS AND CONDITIONS

1. Interpretation

In these **Terms and Conditions**, these words shall have the following meaning:

“**Agreement**” means any agreement entered into between **you** and **us** to which these **Terms and Conditions** apply;

“**Service**” means the service which **we** supply to **you** for your to learn or improve your knowledge and understanding of the English language, together with accommodation which we book on your behalf for you and the arranging of an itinerary of optional activities to accompany this;

“**Terms and Conditions**” means these terms of business which govern the provision of the **service** by **us** to **you**. They form an agreement between **you** and **us**.

“**We/us/our/ours**” means See-Brighton Community Interest Company whose company registration number is 7093129, which is registered in England and whose registered office is situated at 22 Nottingham House, Shorts Gardens, London, WC2H 9AX;

“**Website**” means the website for **our** business where **we** advertise **our service** to **you**;

“**You/your/yours**” means a customer of **ours** who has entered into an **agreement** with **us** to buy the **service** from **us** covered by these **Terms and Conditions**.

The Terms and Conditions set out your rights and responsibilities when you use our service. They are provided to you in English. A version in Spanish is also available on our website. An electronic copy can be requested by contacting us at info@see-brighton.org.uk. Where there is any discrepancy between the Spanish and English versions of our Terms and Conditions, the English version shall prevail.

The address of the English language version of our website is www.see-brighton.org.uk. The address of the Spanish language version of our website is www.see-brighton.es/inicio.aspx.

When you book your stay in the UK or pay a deposit for the service, you are making a contract with us to be construed under the laws of England. To use the service and to order the service on your own behalf or on behalf of either a group of individuals or a business or organisation, you must accept these Terms and Conditions, which form a legally binding contract between you and us.

You must accept our Terms and Conditions by either (a) clicking the checkbox on our website or (b) replying in the affirmative to the email that requests your acceptance of these Terms and Conditions.

To make an order for our service, you must be an individual of more than 17 years of age, or a business or organisation (through its duly authorised agent) that can enter into a legally binding contract under the laws of England. If you book for another person or persons you are confirming that you have the authority to accept these Terms and Conditions on their behalf. If contrary to these requirements you continue to use our service, our Terms and Conditions will still apply.

An agreement between you and us will begin on the day when we accept your order for our service by sending confirmation of your order. We will notify you of acceptance of your order by e-mail.

You should keep copies of electronic communications by printing a paper copy or saving an electronic copy. Information that is provided to you in an electronic format is provided under the assumption that you will be able to print or save such information.

2. Communications

Communications to you may be sent by us to the postal or email address provided by you, or by posting on our website, or by any other reasonable means. Any notices by either you or us under these Terms and Conditions by email shall be deemed given on the day the email is sent, unless the sending party receives an electronic indication that the email was not delivered; and if by post, shall be deemed given three business days after the date of posting.

Any notices sent by you to us should be sent by registered first-class post to 22 Nottingham House, Shorts Gardens, London, WC2H 9AX, United Kingdom.

3. Termination & cancellation

These Terms and Conditions remain in force until such time as our service has been delivered to you when your stay comes to an end..

We reserve the right to terminate any agreement between you and us at any time:

- (1) immediately by giving you notice, or
- (2) if the provision of the service to you by us is no longer commercially viable, or
- (3) where you have breached our Terms and Conditions (or you have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of our Terms and Conditions) including committing any contravention of any applicable law.

We shall only accept cancellations made in writing (either by letter or email). The non-returnable deposit will be forfeit for cancellations made at, or less than, 28 days before the start date of your visit.

We will make refunds within 45 calendar days of receiving your request. We will only pay refunds to the bank account you used for your original booking with us.

Any discount vouchers used for your original booking will be considered spent and no longer valid.

4. Warranties, Liabilities and Disclaimers

We will endeavour to deliver high quality service to meet your expectations. However, we cannot be held liable for disruption or damage due to cases of *force majeure* or by actions or omission of other customers or ours. We accept no liability for changes in arrangements for accommodation, tuition or activities made by third parties.

We reserve the right to make changes to your accommodation booking, tuition times and the advertised programme as necessary due to unavoidable or unforeseen circumstances.

Our liability in contract, tort or otherwise is limited to the amount of fees you paid to us for your booking.

You hereby indemnify us and our directors for any loss suffered (including by way of contract, tort or otherwise and including legal fees) arising directly or indirectly against any claim brought against us by a third party resulting from your misuse of our service, our website or your account with us or any breach by you of our Terms and Conditions.

We do not exclude liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

In the unlikely event of a cancellation by us a full refund will be made and we will not be liable for any consequential loss or damages.

Each provision of this section operates separately in itself and survives independently of the others.

5. Payment schedule

A non-refundable deposit that covers a percentage of the total price is payable at the time the initial booking is made. This percentage is itemised on your invoice. The balance of fees is payable 28 days before the start date of your stay in the UK.

In the event of default in payment of the balance payment, we shall be entitled to rescind any agreement between us and retain the non-refundable deposit. We reserve the right to pursue you for any outstanding balance that remains on your account with us.

Where a booking is made at or less than 28 days prior to the start date of your visit, the entire cost shall be paid by you at the time of the booking. The total amount due must be received by us in time for funds to clear at least one week before departure.

You agree to accept accommodation allocated by us. An administration fee may be charged, at our discretion, in the event that you request a change to your service or seek to cancel it.

Discount voucher codes cannot be accumulated. All special offers are subject to availability and cannot be applied retrospectively.

6. Insurance

You are required to hold travel insurance for the period of your visit unless you are entitled to unlimited treatment by virtue of UK residence. We recommend you bring a European Health Insurance Card (EHIC) card with you on your visit. In addition, we recommend that you take out insurance to cover cancellation due to medical or other unavoidable causes.

We have appropriate and up to date public liability insurance that covers incidents or minor accidents that may occur. We conduct periodic risk assessments of the venues that we use to provide our service to you. We seek to ensure that all third-party suppliers hold appropriate insurance. We are not responsible for loss or theft of your personal property.

You agree, if required, to complete a release of liability form before embarking on an activity organised by us or one of our service providers.

You are responsible for arranging all necessary travel documentation required, such as passport, visa or driver's licence.

7. Governing Law and Complaints

In the event of any dispute or problem with our service please contact us in the first instance at info@see-brighton.org.uk. In the event that your query is not satisfactorily resolved, you may lodge a complaint with us by following the instructions on our website, or write to us at the address given above.

8. Other provisions

These Terms and Conditions constitute the entire agreement between you and us with respect to our service to you. They supersede and replace any and all prior agreements between you and us.

Our failure to exercise or enforce any right under these Terms and Conditions shall not be deemed to be a waiver of any such right or prevent us from exercising or enforcing any of our rights under these Terms and Conditions.

You may not transfer any of your rights or obligations under these Terms and Conditions without our prior written consent. We reserve the right to transfer our rights and/or obligations under these Terms and Conditions by notifying you in writing.

You and us are the only parties who may rely on or enforce these Terms and Conditions.